



Program Information and General Guidelines

Staff Contact and Program Responsibility:

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Important Dates:

Deadline for submittal for the 2007 Clean Air Grant (CAG)

March 9, 2007, 5:00 p.m. (Postmarks and facsimiles will not be accepted)

The process schedule and deadline for funding projects

January 1, 2007	Applications are available by hard copy or on our website.
January 8, 2007	Submittal of applications begins.
March 9, 2007 at 5:00 p.m.	The deadline for submitting applications for the FY 2007/08 funding cycle. Postmarks and applications submitted via a facsimile will not be accepted.
April 12, 2007	PCAPCD Board of Directors approves projects for funding.
April 23, 2007	District staff mails Award Letter and Contracts to successful applicants or Denial Letter to unsuccessful applicants.
May 25, 2007	Deadline for submittal of signed contracts to the District.
May 30, 2009	Deadline for recipients of funds awarded for the Year 2007 grant program to claim/or encumber funds. "Encumber" means to have issued purchase orders or entered into contracts to procure products or services

Important Procedures and Information:

- Applicants must submit an application and all associated information specified in the Application Checklist for each project.
- This entire application document is available on the District web site at: www.placer.ca.gov/apcd. Look for INCENTIVES/GRANTS and click on the link or by requesting a hardcopy from the staff contact.
- Submit four (4) copies of each project application. Applications must be three hole punched on left side. Please no staples or binders.

FUNDING PROCESS FOR DISBURSEMENT OF DISTRICT CLEAN AIR GRANTS TO IMPLEMENT THE CALIFORNIA CLEAN AIR ACT

The Placer County Air Pollution Control District (herein referred to as the PCAPCD or "the District") has established the Clean Air Grant Program. This program makes funds available to public or private agencies, groups or individuals for projects that aid in the attainment of the National and State Ambient Air Quality Standards. The primary objectives for the use of these funds are:

1. To fund projects that cost-effectively achieve nitrogen oxide (NOx) and diesel particulate matter (DPM) emission reductions from on and off road motor vehicles that are not required to reduce their emissions, pursuant to the National and State Ambient Air Quality Standards.
2. To assist the six county Sacramento Federal Ozone Non-attainment Area in attaining health based ambient air quality standards.
3. To assist the Sacramento Federal Ozone Non-attainment Area in meeting transportation conformity determinations required by the Clean Air Act.

What type of funding is available?

The District has two sources of funding available for the District's Clean Air Grant Fund. These are the DMV Surcharge Fund and the Air Quality Offsite Mitigation Fund.

DMV Surcharge Fund: On September 30, 1990, Governor Pete Wilson signed into law Assembly Bill (AB) 2766 (Sher). This bill provides authority to the PCAPCD to impose a \$4.00 surcharge fee on vehicles registered within its jurisdiction. The surcharge revenues are to be used solely to reduce air pollution from on-road motor vehicles and for related planning, monitoring, enforcement and technical studies necessary for the implementation of the California Clean Air Act of 1988. In addition, AB 923 (Firebaugh) was signed by the Governor on September 23, 2004 to authorize Air Districts to increase the current DMV Surcharge fee of \$4 to \$6. This \$2 increase is budgeted into the District's Clean Air Grant Fund.

Air Quality Offsite Mitigation Fund: The District receives funding from developers within Placer County through the District's Offsite Mitigation Program. Developers of land use projects that cannot mitigate their air quality impacts on-site can participate in the District's Offsite Air Quality Mitigation Program to offset the air quality impacts resulting from their project. The District uses these funds to provide incentives to entities to reduce air pollutant emissions from sources that are not required by law to reduce their emissions.

What are eligible types of projects?

Note: While all projects will be considered for funding, it is the District Board's intent to fund primarily those projects that reduce nitrogen oxide and diesel particulate matter emissions within the cost effectiveness guidelines provided by the California Air Resources Board.

2007 Clean Air Grant Project Categories:

- I. **Heavy Duty (>8,500 pounds) On and Off Road Mobile Vehicles/Equipment**
 - Fleet modernization
 - Repowers
 - Retrofits
 - Fleet expansion
- II. **Alternative Fuels Infrastructure or Low Emission Fuel Purchase**
- III. **New or Expanding Alternative Transit Service Program**
 - This category applies to alternative transportation projects that support and encourage alternative modes of transportation, projects that establish new or existing programs, and to the maintenance, administration, and project costs that are needed to run such programs.
- IV. **Light Duty LEV Program**
 - This category is open to public agencies and organizations in which vehicles are used for the purpose of environmental and educational purposes only. These vehicles are considered Light Duty with a gross weight less than 14,000 pounds.
- V. **Public Education/Information**
- VI. **Other**
 - This program category is for applications that do not fit in the above emission reduction categories. The PCAPCD will accept and evaluate applications under this category on a case by case basis.

Who can apply?

Public or private agencies, groups or individuals can apply for funding from the District Clean Air Grant Program, unless otherwise stated.

How much funding is available?

The District estimates that approximately \$1,500,000 will be available for distribution through the District Clean Air Grant fund in the fiscal year 2006/2007 ending June 30, 2007. All project applications will be evaluated on a competitive basis for the total amount of funds available. Remember that funds are impacted and not all qualifying projects will be funded.

Availability of funding is subject to the District's receipt of DMV surcharge fees.

Where do I get more information?

Questions about the District's application procedures for Clean Air Grant funds should be directed to:

Heather Kuklo (530) 745-2339 or E-mail: hkuklo@placer.ca.gov

GENERAL PROGRAM CRITERIA AND GUIDELINES

The following restrictions apply to qualifying projects:

The purchase is NOT required by any local, state, and/or federal rule or regulation, including, but not limited to, EPACT requirements, existing regulations, memoranda of agreement/understanding, or other legally binding document.

Low-emission technologies participating in this program CANNOT be used in any average, banking, and trading program.

In order to promote emerging low-emission technologies the PCAPCD may, at its sole discretion, increase the incentive amount as a result of higher operating costs associated with the low-emission technology. This determination by the PCAPCD shall be final and the applicant shall have no right of appeal. The PCAPCD staff reserves the right to evaluate all higher operating cost and capital cost increase requests and determine an appropriate additional amount, if any.

Participant waives, for all time, its right to claim emission reduction credits which may accrue at anytime as a result of the use of the low-emission technology which is funded under this program, and agrees not to apply to the PCAPCD or any other Air Quality Management District or Air Pollution Control District for any such credits based on reductions generated within Placer County.

Participant agrees to provide the PCAPCD with all information regarding the application for and/or receipt of cost-share for any project involved in an application for PCAPCD incentive funds.

Participant may apply to other Air Quality Management Districts or Air Pollution Control Districts for incentive funding. However, the PCAPCD may, at its sole discretion, adjust its incentive amount toward the project by the amount received from other agencies.

The criteria by which qualifying projects will be evaluated and chosen are described below:

District staff anticipates that available funding will not be sufficient to fund all applications received. Only projects that fit into the categories listed under the section entitled *2007 Clean Air Grant Project Categories*, mentioned above will be considered for funding. Each application should identify sufficient resources to accomplish the project. Incomplete applications, applications that are speculative in nature and/or contingent upon the availability of unknown resources will not be considered for funding.

The PCAPCD requires that participants furnish certificates of insurance coverage. Self-insurance can satisfy this requirement upon approval by the APCO or designee.

Applications received for motor vehicles will be primarily evaluated on the usage (e.g. miles, hours, fuel consumption) expected in Placer County. It is the expectation of the PCAPCD that the actual engine usage be at least that of the usage in the application; otherwise, reimbursement to the PCAPCD may be required on a pro-rated basis. The

Air Pollution Control Officer may relieve the applicant of reimbursement depending on the circumstances. This requirement shall be for the term of the Incentive Agreement, which is at least five (5) years.

All projects must operate at least 75% of the time within Placer County. This does not mean that vehicles or equipment must be stored within Placer County, only operate.

Dual fuel engines must operate the number of hours applied "low-emission mode" or on the low-emission fuel, whichever is applicable in the opinion of the PCAPCD.

Engine hour meters may be required in some applications. Please check with the PCAPCD regarding this requirement for your application.

Gasoline to diesel engine replacements are not eligible to participate in this incentive program.

Projects will be judged primarily on their estimated cost effectiveness of NOx and DPM emissions reduced and the timeliness of achieving the emission reductions. The District will fund only projects that have a high likelihood of achieving the stated objectives and results. **The project must be completed within two (2) years of grant approval.**

- **Matching Funds**

Matching funds are any additional funds, regardless of source, which together with Clean Air Grant Funds are sufficient to accomplish the project. Reasonable and necessary in-kind services can be identified as matching funds.

The District will allow the recipient one-year to obtain all necessary funds to complete the project. The recipient must notify the District in writing that it has obtained the necessary funding commitment from all funding sources prior to the District's release of Clean Air Grant funds to the recipient. Matching funds is advantageous and sometimes necessary for projects to qualify for funding.

- **Regional Benefit**

Placer County Air Pollution Control District has jurisdiction over all of Placer County. Projects that expand or otherwise enhance programs in the adjacent air quality management districts are encouraged. Joint projects are also encouraged.

Projects that will reduce vehicle miles traveled (VMT) will be primarily assessed on the reduction of VMT or shift in fuel type. Automobile VMT can be reduced by projects that eliminate trips (e.g., home-based telecommuting), by projects that cause or promote shifts in mode of travel (e.g., mode shift from automobile to transit, bicycle, or pedestrian modes). Projects that cause a shift in fuel type from gasoline or diesel to a cleaner burning, alternative fuel or electricity are also encouraged.

- **Project Inspection**

All approved projects will have a pre-inspection should the District determine it is necessary.

All projects are required to have a post inspection conducted by the District after the project implementation, prior to fund reimbursement.

District staff evaluates the applications and will rank projects based on the cost effectiveness of emission reductions, primarily for NOx emissions reductions. The final recommendations will be presented to the PCAPCD Board for final approval.

Where should the applications be sent?

Submit four (4) copies of each application to:

Clean Air Grant Program
Placer County Air Pollution Control District
3091 County Center Drive, Suite 240
Auburn, CA 95603

Applications must be three hole punched on left side - **no staples or binders.**

How will recipients receive their funds?

Funds will be released in their entirety after projects are completed and the applicant requests final reimbursement. It is important to know that funds received from grant projects will be considered taxable income. The District will allow the recipient one-year to obtain all necessary funds to complete the project. The recipient must notify the District in writing that it has obtained the necessary funding commitment from all funding sources prior to the District's release of funds to the recipient. Recipients of inkind or cofunding must claim and encumber the funds no later than June 30, 2008. For purposes of this program, "encumber" means to have issued purchase orders or entered into contracts to procure products or services.

Will recipients be monitored or audited?

Grant recipients must enter into explicit contracts with the District, setting forth performance criteria.

A final report shall be submitted after the project has been fully implemented for one (1) year. The report is due within 90 days following the one-year implementation date.

The District may audit projects to comply with state regulations regarding the use of these funds. The California Health and Safety Code states:

"Local agencies imposing vehicle registration fees for air pollution programs.... shall report to the state board on their use of the fees

*and the results of the programs funded by the fees and shall
operate with the state board in the preparation of its report."
(California Health and Safety Code, Ch. 7, 44247)*

The District shall act as auditor of all programs and projects. Costs associated with the performance of audits will be recovered from the District's management fee for administering the overall program.

Attachments:

- A. Sample contract should a project be approved for funding

SAMPLE CONTRACT

Contract No. _____

DESCRIPTION: AGREEMENT FOR AB2766 FUNDING OF

This AGREEMENT between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and the, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 (Health and Safety Code Section 44220 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

WHEREAS, pursuant to AB 2766, the monies collected under these levies must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, CONTRACTOR has requested that the PCAPCD provide AB 2766 monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

WHEREAS, PCAPCD staff has carefully reviewed the described project(s) and have found them to be within the requirements of AB 2766 in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, recommends that the Board of Directors of PCAPCD authorize a grant in the amount of \$_____ to CONTRACTOR for the project(s) described in Exhibit A;

NOW THEREFORE, In consideration of the promises and covenants set forth herein, the parties agree as follows:

1. Contract Period

- (a) This term of this contract shall begin on _____ and conclude _____. unless terminated,
- (b) This contract may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

2. **Services**

- (a) CONTRACTOR agrees, during the term of the Agreement, to perform the contracting services set forth below and in Exhibit A - Scope of Work (hereinafter called "PROJECT").
- (b) CONTRACTOR shall be obligated to devote as much of its attention, skill and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the project.

3. **Payment**

- (a) PCAPCD agrees to pay for the services covered by this Contract pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- (b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written AGREEMENT by the PCAPCD.
- (c) CONTRACTOR shall bill the PCAPCD after purchase orders have been issued or contracts have been entered into for approved services. CONTRACTOR agrees to provide a detailed invoice to PCAPCD with copies of purchase orders or signed contracts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- (d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to the AGREEMENT. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

PAYMENT SCHEDULE:

Applicant:

Budget: Total Project Amount: \$
 Amount Awarded by PCAPCD \$

Project Title:

Project Time Line: Proposed Start Date:
 Proposed End Date:

Activity Description - Total Project Amount

4. **Notices**

- a. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:

Placer County Air Pollution Control District
Attn: Air Pollution Control Officer
3091 County Center Dr., Suite 240
Auburn, CA 95603

CONTRACTOR:

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

5. **Obligations of Air Pollution Control District**

PCAPCD agrees to pay CONTRACTOR an amount not to exceed a maximum of \$_____ in accordance with the Payment Schedule, subject to all of the following limitations and requirements:

- a. Contractor has obtained all the additional funding anticipated by Paragraph 2(b) of this AGREEMENT.
- b. Contractor has obtained all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the project(s) described in Exhibit A.
- c. Labor, equipment, material, supply costs and other charges are in conformance with the requirements of Exhibit B.
- d. No component of the monies to be paid by PCAPCD to CONTRACTOR are for grant administration or any interest costs.
- e. PCAPCD shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of any project(s) described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule.
- f. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by the PCAPCD.
- g. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.

Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to CONTRACTOR under this AGREEMENT.

6. **Hold Harmless/Indemnity**

- a. As used in this section, the term PCAPCD includes the Placer County Air Pollution Control District and its administering agency if any, its board members, insurers, officers, agents, employees, and volunteers.
- b. The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action, costs, damages, demands, expenses, fees-including attorney fees, injuries interest, judgements, lawsuits, liens, losses, and penalties, of every kind and character and without limitation by enumeration, (hereafter collectively "CLAIMS") arising in favor of any party against PCAPCD; occurring or in any way incident to, in connection with or arising directly or indirectly out of CONTRACTOR'S performance pursuant to this AGREEMENT.
- c. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any CLAIMS, demands made based on any CLAIMS at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the CLAIM or CLAIMS alleged are groundless, false, or fraudulent.
- d. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the PCAPCD or to enlarge in any way the CONTRACTOR'S liability.

7. **Insurance Requirements**

- a. CONTRACTOR shall file with the PCAPCD, concurrently herewith, Certificates of Insurance, in companies acceptable to PCAPCD, with a Best's rating of no less than A:VII, showing coverages for Workers Compensation, General Liability, Professional Liability, and Automobile Liability, as set forth below.
- b. Each policy shall be endorsed with the following specific language:
Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Placer County Air Pollution Control District."

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- c. If CONTRACTOR does not hire employees, and does not hire subcontractors with employees, then the Workers' Compensation coverage, outlined below, will not apply.
- d. Evidence of Worker's Compensation Insurance as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than five hundred thousand dollars (\$500,000) each accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$500,000) each employee for bodily injury by disease.

- e. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- f. CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

- g. Evidence of Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for Contractual liability insuring the obligations assumed by CONTRACTOR in this AGREEMENT.
- h. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language: **"The Placer County Air Pollution Control District and its administering agency, its board members, officers, agents, employees, and volunteers are to be covered as additional insured for all liability or potential liability arising out of the operations by or on behalf of the named insured. This additional insurance, including any excess liability or umbrella form coverage, is primary coverage to the named additional insured with respect to any insurance or self-insurance programs maintained by the additional insured or their administering agency shall be called upon to contribute to a loss."**
- i. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- j. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of \$1,000,000.
- k. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy then the limits of liability shall not be less than:
 - \$1,000,000 each occurrence, combined single limit for bodily injury and property damage.
 - \$1,000,000 for Products-Completed Operations.
 - \$1,000,000 General Aggregate. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$2,000,000.

- I. CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PCAPCD, which consent, if given, shall be subject to the following conditions: The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy; and the limits of liability shall not be less than:
- \$1,000,000 each occurrence, combined single limit for bodily injury and property damage.
 - \$1,000,000 aggregate for Products-Completed Operations.
 - \$1,000,000 General Aggregate.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

- m. If Professional Liability Insurance for Errors and Omissions coverage is not customarily and reasonably available for the particular profession of which CONTRACTOR is a member, then this coverage will not apply.
- n. Evidence of Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE

- o. Evidence of Automobile Liability insurance covering bodily injury in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence, and one hundred thousand dollars (\$100,000) property damage for each occurrence.
- p. Covered vehicles should include owned, non-owned, and hired automobiles / trucks.

8. Facilities, Equipment and Other Materials

Except as set forth herein CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish CONTRACTOR only those facilities, equipment, and other materials, and shall perform those obligations listed herein.

9. Non-Discrimination

CONTRACTOR shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act, Government Code section 12900 et seq.

10. **Records and Documents**

- a. CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this Agreement, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b. CONTRACTOR agrees to return the PCAPCD, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared, by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of the PCAPCD and may be used by the PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the CONTRACTOR under the terms of this contract shall be at the sole discretion of the PCAPCD and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.

11. **Independent Contractor Status**

- a. CONTRACTOR shall perform this contract as an independent contractor and not as an employee of PCAPCD. CONTRACTOR acknowledges that CONTRACTOR is not entitled to any of the PCAPCD'S fringe benefits, including without limitation, paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to CONTRACTOR hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of CONTRACTOR to provide all coverage necessary for CONTRACTOR'S own benefit and not as an employee of PCAPCD.
- b. Except as PCAPCD may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

12. **Warranties**

CONTRACTOR warrants that its services are performed, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered.

13. **Licenses, Permits, Etc**

CONTRACTOR represents and warrants to PCAPCD that it has all licenses,

permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to PCAPCD that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

14. **Assignment Prohibited**

CONTRACTOR may assign its rights and obligations under this AGREEMENT only upon the prior written approval of PCAPCD, said approval to be in the sole discretion of PCAPCD.

15. **Modification of Agreement**

This Agreement may be modified in whole or part only by way of a written modification signed by an appropriate representative of the PCAPCD and the authorized agent of the CONTRACTOR.

16. **Waiver**

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default by the other party.

17. **Entirety of AGREEMENT**

This AGREEMENT contains the entire agreement of the parties with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this AGREEMENT shall be binding or valid.

18. **Jurisdiction**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this AGREEMENT shall be brought and maintained to the extent allowed by law in the County of Placer, California.

19. **Exhibits**

All exhibits referred to herein are attached hereto are fully incorporated by this reference.

The parties so agree.

PCAPCD:

By: Thomas J. Christofk
Air Pollution Control Officer

Date

CONTRACTOR:

xxxxxxxxxxxxx

Date

Approved as to form for PCAPCD:

Valerie D. Flood,
Placer County Counsel's Office

Date

SAMPLE